

cy 2

715 15 15 19 APR 600-15

JOINT MESSAGEFORM						SECURITY CLASSIFICATION			
						UNCLASSIFIED			
PAGE	DRAFTER OR RELEASE TIME	PRECEDENCE		LMF	CLASS	CIC	FOR MESSAGE CENTER/COMMUNICATIONS CENTER ONLY		
		ACT	INFO				DATE - TIME	MONTH	YR
1 OF 04					UUUU		031535Z	APR	75
BOOK	MESSAGE HANDLING INSTRUCTIONS								
<p>FROM: CDRMILPERCEN ALEX VA //DAPC-PAP-E// <i>Rec'd 5/5/75</i></p> <p>TO: ALL HOLDERS OF INITIAL DISTRIBUTION OF AR 600-15</p> <p>SUBJECT: Interim Change to AR 600-15, Indebtedness of Military Personnel, (Change 2)</p> <p>1. This interim change is being distributed through publications pinpoint distribution system to all holders of AR 600-15. This change revises Appendix A (Standards of Fairness) to show that the Treasury Department is authorized to establish the interest rates applicable to loans made by oversea military banking facilities; adds Appendix E which consists of standardized replies which may be used by commanders to acknowledge complaints of service members' failure to satisfy private indebtedness or financial obligations and to advise complainants of action taken on their requests for debt processing assistance.</p> <p>2. Effective immediately, AR 600-15, 11 February 1970, is changed as follows:</p> <p>a. <u>Page 3-1, Paragraph 3-1c(4).</u> Add the following sentence to end of paragraph:</p> <p>"A sample form letter which may be used by commanders when responding to the complainant's request for assistance is included in Appendix E."</p> <p>b. <u>Page A-1, Appendix A, Paragraph 1.</u> Add the following sentence to end of paragraph:</p> <p>"However, determination of interest rates applicable to loans made by oversea military banking facilities to DOD personnel and others authorized to use military banking facilities will be deferred to the Treasury Department."</p>									
<p>DISTR:</p> <p>RETURN TO ARMY LIBRARY ROOM 1 A 518 PENTAGON</p>									
DRAFTER TYPED NAME, TITLE, OFFICE SYMBOL, PHONE & DATE						SPECIAL INSTRUCTIONS			
Doris T. Cooper, Mil Pers Mgmt Spec DAPC-PAP-E 3 Apr 75 325-8939 AUTOVON 221-8939									
TYPED NAME, TITLE, OFFICE SYMBOL AND PHONE									
DANIEL B. PLYLER, COL, GS 325-9050									
SIGNATURE <i>[Signature]</i>						SECURITY CLASSIFICATION		DATE TIME GROUP	
						UNCLASSIFIED		031535Z APR 75	

DD FORM 173

REPLACES DD FORM 173 1 JUL 68 WHICH WILL BE ED

JOINT MESSAGEFORM						SECURITY CLASSIFICATION UNCLASSIFIED			
PAGE	DRAFTER OR RELEASE TIME	PRECEDENCE ACT INFO		LMF	CLASS	CIC	FOR MESSAGE CENTER/COMMUNICATIONS CENTER ONLY		
02 OF 04							DATE - TIME	MONTH	YR
BOOK	MESSAGE HANDLING INSTRUCTIONS								

c. Add the following as Appendix E, Page E-1:

APPENDIX E

EXAMPLES OF REPLIES TO CREDITORS REQUEST FOR ASSISTANCE



DEPARTMENT OF THE ARMY (ORGANIZATION HEADING)

REPLY TO
ATTENTION OF:

(Name & Address of Complainant)

Dear _____:

This is in reply to your letter of _____ (date) concerning the failure of _____ (Grade, Name, SSN) to satisfy an alleged indebtedness or financial obligation. The abbreviated reply checked below outlines the action taken on your request for assistance.

- () The service member was interviewed regarding this matter on _____ (date).
- () The obligation is acknowledged by the member and his or her intentions regarding payment or settlement are as follows:

_____ Member is unable to pay the debt in full at this time, but will pay \$_____ per month until the debt is settled. First payment should be received not later than _____ (date).

DISTR:

DRAFTER TYPED NAME, TITLE, OFFICE SYMBOL, PHONE & DATE

SPECIAL INSTRUCTIONS

TYPED NAME, TITLE, OFFICE SYMBOL AND PHONE

SIGNATURE

SECURITY CLASSIFICATION
UNCLASSIFIED

DATE TIME GROUP
031535Z APR 75

JOINT MESSAGEFORM						SECURITY CLASSIFICATION				
						UNCLASSIFIED				
PAGE	DRAFTER OR RELEASER TIME	PRECEDENCE		LMF	CLASS	CIC	FOR MESSAGE CENTER/COMMUNICATIONS CENTER ONLY			
		ACT	INFO				DATE - TIME	MONTH	YR	
03 OF 04								031535Z	APR	75
BOOK		MESSAGE HANDLING INSTRUCTIONS								
<p>_____ Member will make direct arrangements with you to settle the debt or obligation.</p> <p>_____ Member will contact you not later than _____ (date) .</p> <p>() The obligation or the amount is disputed or denied by the member. It is the established policy of the Department of the Army that a disputed debt is a matter to be settled by the civil courts.</p> <p>() Member states that the debt was settled or account brought up to date on _____ (date) .</p> <p>() Assistance cannot be provided since there is no record of the individual being assigned as a member of this command.</p> <p>() Other: <i>(See listing of sample paragraphs on the following page which may be used)</i></p> <div style="text-align: right; margin-top: 20px;"> A. B. CEE Colonel, USA Commanding </div>										
DISTR:										
DRAFTER TYPE: NAME, TITLE, OFFICE SYMBOL, PHONE & DATE						SPECIAL INSTRUCTIONS				
R E L E A S E R	TYPED NAME, TITLE, OFFICE SYMBOL AND PHONE					<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> SECURITY CLASSIFICATION UNCLASSIFIED </div> <div style="width: 45%;"> DATE TIME GROUP 031535Z APR75 </div> </div>				
	SIGNATURE									

JOINT MESSAGEFORM						SECURITY CLASSIFICATION				
						UNCLASSIFIED				
PAGE	DRAFTER OR RELEASE TIME	PRECEDENCE		LMF	CLASS	CIC	FOR MESSAGE CENTER/COMMUNICATIONS CENTER ONLY			
		ACT	INFO				DATE - TIME		MONTH	YR
04 OF 04							031535Z		APR	75
BOOK	MESSAGE HANDLING INSTRUCTIONS									
<p>d. Add the following as Page E-2, Appendix E:</p> <p style="text-align: center;">SAMPLE PARAGRAPHS</p> <p><i>(To be used to complete the "OTHER" block of the form letter to creditors)</i></p> <p>Sample paragraphs below are provided for use in completing the form letter shown on the preceding page to advise creditors of the reasons action cannot be taken on their requests for assistance.</p> <p>a. Action cannot be taken on your request since the individual has been separated from the United States Army. If you require the mailing address given by the individual at time of separation, you should submit your request to the Commander, US Army Reserve Component Personnel and Administration Center, 9700 Page Boulevard, St Louis, MO 63132, together with a remittance of \$2.00, made payable to the Treasurer of the United States. (The Congress determined that certain services furnished the public by Federal agencies should be performed on a self-sustaining basis).</p> <p>b. The information furnished is insufficient to establish the identity of the individual. If you can give his or her full name, social security number, date and place of birth, or other identifying information, another effort will be made to assist you. When forwarding additional information return this letter and all inclosures.</p> <p>c. The individual has been reassigned and your correspondence has been forwarded to his or her present commander for appropriate action and direct reply to you.</p> <p>d. The member is temporarily away from his or her unit of assignment, on leave, temporary duty, or in the hospital, and is expected to return on or about _____ (date) _____. Upon return, the member will be interviewed concerning this indebtedness or financial obligation and you will be informed of the outcome of the interview.</p>										
D STR:										
DRAFTER TYPE NAME, TITLE, OFFICE SYMBOL, PHONE & DATE						SPECIAL INSTRUCTIONS				
R E L E A S E R	TYPED NAME, TITLE, OFFICE SYMBOL AND PHONE					<div style="display: flex; justify-content: space-between;"> <div>SECURITY CLASSIFICATION</div> <div>DATE TIME GROUP</div> </div> <div style="display: flex; justify-content: space-between;"> <div>UNCLASSIFIED</div> <div>031535Z APR 75</div> </div>				
	SIGNATURE									

UNCLASSIFIED

Rec'd 9 Jul 73

01 02

RR

UUUU

121500Z JUN 73

NO

CDRMILPERCEN ALEX VA //DAPC-PAP-EP//

ALL HOLDERS OF AR 600-15

UNCLAS

SUBJ: INTERIM CHANGE TO DA CIRCULAR 640-13 AND AR 600-15

A. DA CIR 640-13

B. AR 600-15, 11 FEB 70

1. THIS MESSAGE IS BEING DISTRIBUTED THROUGH PUBLICATION PINPOINT DISTRIBUTION SYSTEM TO ALL HOLDERS OF DA CIRCULAR 640-13 AND AR 600-15. PERTINENT REGULATIONS PRESENTLY BEING REVISED.

2. DA CIRCULAR 640-13 IS AMENDED TO SHOW EXPIRATION DATE EXTENDED UNTIL 21 DECEMBER 1973.

3. PARAGRAPH 1-3, AR 600-15 IS AMENDED TO INCLUDE THE FOLLOWING PROVISIONS:

SOME STATES HAVE ENACTED LAWS WHICH PROHIBIT CREDITORS FROM CONTACTING A DEBTOR'S EMPLOYER WITH RESPECT TO INDEBTEDNESS OR COMMUNICATING FACTS ON INDEBTEDNESS TO AN EMPLOYER UNLESS CERTAIN CONDITIONS ARE MET. THE CONDITIONS WHICH MUST BE MET TO REMOVE THIS PROHIBITION ARE GENERALLY SUCH THINGS AS REDUCTION OF A DEBT TO JUDGMENT AND OBTAINING WRITTEN PERMISSION OF THE DEBTOR. IN STATES HAVING SUCH

RETURN TO ARMY LIBRARY
ROOM 1 A 518 PENTAGON

B. L. MOORE, MAJOR

DAPC-PAP-EP, 325-8951 12 JUN 73

325-9050

JOHN A. O'BRIEN, COL, DAPC-PA

John A. O'Brien

UNCLASSIFIED

UNCLASSIFIED

02 02

LAWS, THE PROCESSING OF DEBT COMPLAINTS WILL NOT BE EXTENDED TO THOSE CREDITORS WHO ARE IN VIOLATION OF THE STATE LAW. COMMANDERS MAY ADVISE CREDITORS THAT THIS POLICY HAS BEEN ESTABLISHED TO AVOID INADVERTENT VIOLATION BY A CREDITOR OF THE STATE LAW. THIS POLICY WILL GOVERN EVEN THOUGH A CREDITOR IS NOT LICENSED TO DO BUSINESS IN THE STATE WHERE THE DEBTOR IS LOCATED. A SIMILAR PRACTICE WILL BE INAUGURATED IN ANY STATE ENACTING A SIMILAR LAW WITH RESPECT TO DEBT COLLECTION.

UNCLASSIFIED

AR 600-15

JOINT MESSAGEFORM						SECURITY CLASSIFICATION			
						UNCLASSIFIED			
PAGE	DRAFTER OR RELEASES TIME	PRECEDENCE		LMF	CLASS	CIC	FOR MESSAGE CENTER/COMMUNICATIONS CENTER ONLY		
		ACT	INFO				DATE - TIME	MONTH	YR
01 OF 09		RR	RR		UUUU		060800Z	FEB	74
BOOK	MESSAGE HANDLING INSTRUCTIONS								

FROM: CDRMILPERCEN ALEX VA //DAPC-PAP-EP//

TO: ALL HOLDERS OF INITIAL DISTRIBUTION

COPIES OF AR 600-15 *Rec'd 3/12/74*

SUBJECT: INTERIM CHANGE TO AR 600-15 {CHANGE 1}

A. DA CIR 640-13, 21 DEC 72, SUBJECT: FILING COMPLAINTS OF INDEBT-EDNESS AND NONSUPPORT AGAINST MILITARY PERSONNEL

B. DA MESSAGE DAPC-PAP-EP, 121500Z JUN 73, SUBJECT: INTERIM CHANGE TO DA CIRCULAR 640-13 AND AR 600-15

C. AR 600-15, 11 FEB 70, SUBJECT: INDEBTEDNESS OF MILITARY PERSON-NEL

1. THIS INTERIM CHANGE IS BEING DISTRIBUTED THROUGH THE PUBLICATIONS PINPOINT DISTRIBUTION SYSTEM TO ALL HOLDERS OF AR 600-15.

2. THIS CHANGE INCORPORATES GUIDANCE PROVIDED IN REFERENCES A AND B INTO REFERENCE C.

3. THIS CHANGE SUPERSEDES REFERENCES A AND B ABOVE.

4. REFERENCE C IS CHANGED AS FOLLOWS:

A. PAGES 3-2, 4-1 AND UNNUMBERED PAGE FOLLOWING APPENDIX C ARE SUPERSEDED AS FOLLOWS: THE ADDRESSES LISTED IN PARAGRAPHS 3-2, 4-2,

6
5
4
3
2
1
0

DISTR: <div style="text-align: center; font-weight: bold; font-size: 1.2em;"> RETURN TO ARMY LIBRARY ROOM 1 A 518 PENTAGON </div>	
DRAFTER TYPED NAME, TITLE, OFFICE SYMBOL, PHONE & DATE H.M. SMITH, MAJ, DAPC-PAP-EP 325-8944 6 FEB 74	SPECIAL INSTRUCTIONS
<div style="display: flex;"> <div style="width: 20px; text-align: center; font-weight: bold;"> R L C A S E R </div> <div> TYPED NAME, TITLE, OFFICE SYMBOL AND PHONE R.S. BELL, COL, DAPC-PA 325-9218 SIGNATURE <i>[Signature]</i> </div> </div>	<div style="display: flex;"> <div style="width: 50%;"> SECURITY CLASSIFICATION UNCLASSIFIED </div> <div style="width: 50%;"> DATE TIME GROUP </div> </div>

JOINT MESSAGEFORM						SECURITY CLASSIFICATION			
						UNCLASSIFIED			
PAGE	DRAFTER OR RELEASE TIME	PRECEDENCE		LMF	CLASS	CIC	FOR MESSAGE CENTER/COMMUNICATIONS CENTER ONLY		
		ACT	INFO				DATE - TIME	MONTH	YR
02 OF 09									
BOOK	MESSAGE HANDLING INSTRUCTIONS								
<p>AND PROPONENT AGENCY BLOCK ARE CHANGED TO COMMANDER, US ARMY MILITARY PERSONNEL CENTER, ATTN: DAPC-PAP-EP, 200 STOVALL STREET, ALEXANDRIA, VIRGINIA 22332.</p> <p>B. PAGE 1-1</p> <p>{1} PARAGRAPH 1-3C IS SUPERSEDED AS FOLLOWS: THE PROCESSING OF DEBT COMPLAINTS WILL NOT BE EXTENDED TO THOSE WHO DO NOT FURNISH DOCUMENTARY EVIDENCE SHOWING COMPLIANCE WITH THE TRUTH IN LENDING ACT AND FEDERAL RESERVE BOARD REGULATION Z AS EXPLAINED IN PARAGRAPH 2-1 AND CERTIFICATION OF COMPLIANCE WITH THE DOD STANDARDS OF FAIRNESS (APPENDIX A AND APPENDIX B OR C AS APPROPRIATE) OR THOSE WHO HAVE NOT MADE A BONA FIDE EFFORT TO COLLECT DIRECTLY FROM THE MILITARY MEMBER, OR WHOSE CLAIMS ARE PATENTLY FALSE AND/OR MISLEADING, OR WHOSE CLAIMS ARE OBVIOUSLY EXORBITANT, OR TO ANY CREDITOR, EXCEPT UNDER THE CIRCUMSTANCES PERMITTED BY APPLICABLE STATE LAW, WHEN THE DEBTOR MEMBER IS LOCATED IN A STATE WHICH HAS ENACTED A LAW WHICH PROHIBITS A CREDITOR FROM COMMUNICATING WITH THE DEBTOR'S EMPLOYER (SEE 3-1D INFRA).</p> <p>{2} PARAGRAPH 1-3D IS SUPERSEDED AS FOLLOWS: CREDITORS DESIRING TO CONTACT A MILITARY MEMBER CONCERNING HIS <u>INDEBTEDNESS</u></p>									
DISTR:									
DRAFTER TYPED NAME, TITLE, OFFICE SYMBOL, PHONE & DATE						SPECIAL INSTRUCTIONS			
TYPED NAME, TITLE, OFFICE SYMBOL AND PHONE									
SIGNATURE						SECURITY CLASSIFICATION		DATE TIME GROUP	
						UNCLASSIFIED			

JOINT MESSAGEFORM						SECURITY CLASSIFICATION			
						UNCLASSIFIED			
PAGE	DRAFTER OR RELEASE TIME	PRECEDENCE		LMF	CLASS	CIC	FOR MESSAGE CENTER/COMMUNICATIONS CENTER ONLY		
		ACT	INFO				DATE - TIME	MONTH	YR
03 OF 09									
BOOK	MESSAGE HANDLING INSTRUCTIONS								
<p>WILL BE ADVISED THAT THE MEMBER'S CURRENT ADDRESS MAY BE OBTAINED BY WRITING TO THE US ARMY MILITARY PERSONNEL CENTER, ATTN: DAPC-PAR-SL, 200 STOVALL STREET, ALEXANDRIA, VIRGINIA 22332, FOR COMMISSIONED AND WARRANT OFFICERS, OR TO THE COMMANDER, US ARMY ENLISTED RECORDS CENTER, ATTN: PARC-RW, FORT BENJAMIN HARRISON, INDIANA 46249, FOR ENLISTED MEMBERS. A FEE OF TWO DOLLARS REMITTED BY CHECK OR MONEY ORDER PAYABLE TO THE TREASURER OF THE UNITED STATES MUST BE INCLOSED WITH EACH REQUEST IN ACCORDANCE WITH AR 37-30.</p> <p>C. PAGE 2-1. PARAGRAPH 2-1 IS SUPERSEDED AS FOLLOWS:</p> <p>A. THE TRUTH IN LENDING ACT {15 U.S.C. 1601} PRESCRIBES THE GENERAL DISCLOSURE REQUIREMENTS WHICH MUST BE MET BY THOSE OFFERING OR EXTENDING CONSUMER CREDIT. FEDERAL RESERVE BOARD REGULATION Z {12 CFR 226} PRESCRIBES THE SPECIFIC DISCLOSURE REQUIREMENT FOR ALL CREDIT TRANSACTIONS UNDER THE TRUTH IN LENDING ACT.</p> <p>B. WHEN THE FEDERAL RESERVE BOARD DETERMINES THAT STATE LAWS IMPOSE SUBSTANTIALLY SIMILAR REQUIREMENTS AND PROVIDE ADEQUATE ENFORCEMENT MEASURES, A STATE MAY BE EXEMPTED FROM THE REQUIREMENTS IMPOSED UNDER REGULATION Z. SEE PARAGRAPH 3-1E FOR STATES THAT ARE CURRENTLY EXEMPT.</p>									
<p>DISTR:</p>									
DRAFTER TYPED NAME, TITLE, OFFICE SYMBOL, PHONE & DATE						SPECIAL INSTRUCTIONS			
TYPED NAME, TITLE, OFFICE SYMBOL AND PHONE									
SIGNATURE						SECURITY CLASSIFICATION		DATE, TIME, GROUP	
						UNCLASSIFIED			

JOINT MESSAGEFORM						SECURITY CLASSIFICATION UNCLASSIFIED				
PAGE	DRAFTER OR RELEASE TIME	PRECEDENCE		LMF	CLASS	CIC	FOR MESSAGE CENTER/COMMUNICATIONS CENTER ONLY			
		ACT	INFO				DATE - TIME	MONTH	YR	
04 OF 09										
BOOK		MESSAGE HANDLING INSTRUCTIONS								
<p>D. PAGE 2-1. PARAGRAPH 2-3C IS ADDED AS FOLLOWS:</p> <p>C. IF THE COMMANDER DETERMINES THERE IS A REASONABLE DOUBT THAT THE MEMBER WAS PROVIDED FULL DISCLOSURE INFORMATION AT THE TIME THE DEBT WAS INCURRED FOR CONTRACTS ENTERED INTO AFTER 30 JUNE 1969, OR THAT THE MEMBER WAS NOT PROVIDED FULL DISCLOSURE INFORMATION BY 31 JULY 1969 REGARDING OPEN END CREDIT ACCOUNTS THAT HAD AN UNPAID BALANCE ON 1 JULY 1969, HE WILL REFER THE MEMBER TO THE LEGAL ASSISTANCE OFFICER FOR COUNSELLING REGARDING HIS RIGHT TO FILE SUIT AGAINST THE CREDITOR FOR TWICE THE AMOUNT OF THE FINANCE CHARGE - FOR A MINIMUM OF \$100 DOLLARS, UP TO A MAXIMUM OF \$1,000 - PLUS COURT COSTS AND ATTORNEY FEES. IN CASES WHERE REFERRAL TO THE LEGAL ASSISTANCE OFFICER IS APPROPRIATE, THE COMMANDER SHOULD COORDINATE HIS RESPONSE TO THE CREDITOR WITH THE LOCAL JUDGE ADVOCATE.</p> <p>E. PAGE 3-2.</p> <p>{1} PARAGRAPH 3-1D IS ADDED AS FOLLOWS: SOME STATES HAVE ENACTED LAWS WHICH PROHIBIT CREDITORS FROM CONTACTING A DEBTOR'S EMPLOYER WITH RESPECT TO INDEBTEDNESS OR COMMUNICATING FACTS ON INDEBTEDNESS TO AN EMPLOYER UNLESS CERTAIN CONDITIONS ARE MET. THE CONDITION WHICH MUST BE MET TO REMOVE THIS PROHIBITION <u>ARE</u> GENERALLY</p>										
DISTR:										
DRAFTER TYPED NAME, TITLE, OFFICE SYMBOL, PHONE & DATE						SPECIAL INSTRUCTIONS				
R E L E A S E D	TYPED NAME, TITLE, OFFICE SYMBOL AND PHONE					SIGNATURE 5-2				
	SIGNATURE									
	SECURITY CLASSIFICATION UNCLASSIFIED					DATE TIME GROUP				

JOINT MESSAGEFORM						SECURITY CLASSIFICATION			
						UNCLASSIFIED			
PAGE	DRAFTER OR RELEASE TIME	PRECEDENCE		LMF	CLASS	CIC	FOR MESSAGE CENTER/COMMUNICATIONS CENTER ONLY		
		ACT	INFO				DATE - TIME	MONTH	YR
05 OF 09									
BOOK	MESSAGE HANDLING INSTRUCTIONS								
<p>SUCH THINGS AS REDUCTION OF A DEBT TO A COURT ORDERED JUDGMENT OR OBTAINING WRITTEN PERMISSION OF THE DEBTOR. IN STATES HAVING SUCH LAWS, THE PROCESSING OF DEBT COMPLAINTS WILL NOT BE EXTENDED TO CREDITORS WHO ARE IN VIOLATION OF THE LAW OF THE STATE WHERE THE INDIVIDUAL IS LOCATED. COMMANDERS MAY ADVISE CREDITORS THAT THIS POLICY HAS BEEN ESTABLISHED TO AVOID INADVERTENT VIOLATION BY A CREDITOR OF THE STATE LAW. THIS POLICY WILL GOVERN EVEN THOUGH A CREDITOR IS NOT LICENSED TO DO BUSINESS IN THE STATE WHERE THE DEBTOR IS LOCATED. THE PROCESSING OF DELINQUENT DEBT CLAIMS WILL NOT BE DENIED CREDITORS LICENSED IN STATES HAVING LAWS PROHIBITING COMMUNICATION WITH DEBTORS' EMPLOYERS WHEN THE DEBTOR-MEMBER IS LOCATED IN A STATE THAT HAS NOT ENACTED SUCH A LAW; HOWEVER, THE MEMBER SHOULD BE AFFORDED LEGAL ASSISTANCE CONCERNING THE ALLEGED INDEBTEDNESS. AT THIS TIME, THE FOLLOWING STATES HAVE ENACTED SUCH LAWS: LOUISIANA, MARYLAND, MASSACHUSETTS AND NEW YORK. IF OTHER STATES ENACT SIMILAR LAWS, CHANGES TO THIS REGULATION WILL BE MADE. WHEN COMMANDERS BECOME AWARE THAT SUCH LAWS HAVE BEEN ENACTED IN STATES NOT ANNOUNCED BY THE DEPARTMENT OF THE ARMY, IT IS REQUESTED THE PROPONENT BE NOTIFIED BY ELECTRICALLY TRANSMITTED MESSAGE.</p>									
DISTR:									
DRAFTER TYPED NAME, TITLE, OFFICE SYMBOL, PHONE & DATE						SPECIAL INSTRUCTIONS			
TYPED NAME, TITLE, OFFICE SYMBOL AND PHONE									
SIGNATURE <i>SS</i>						SECURITY CLASSIFICATION		DATE TIME GROUP	
						UNCLASSIFIED			

JOINT MESSAGEFORM						SECURITY CLASSIFICATION UNCLASSIFIED				
PAGE	DRAFTER OR RELEASE TIME	PRECEDENCE		LMF	CLASS	CIC	FOR MESSAGE CENTER/COMMUNICATIONS CENTER ONLY			
		ACT	INFO				DATE - TIME	MONTH	YR	
06 OF 09										
BOOK		MESSAGE HANDLING INSTRUCTIONS								
<p style="margin: 0;">{2} PARAGRAPH 3-1E IS ADDED AS FOLLOWS: PRIOR TO RESPONDING TO COMPLAINTS AGAINST INDIVIDUALS FROM CREDITORS LICENSED TO DO BUSINESS IN STATES THAT HAVE BEEN EXEMPTED FROM THE REQUIREMENTS OF REGULATION Z, THE COMMANDER SHOULD REFER THE CASE TO THE JUDGE ADVOCATE FOR A DETERMINATION AS TO WHETHER THE DISCLOSURE REQUIREMENTS OF THE STATE HAVE BEEN COMPLIED WITH. STATES CURRENTLY EXEMPT ARE CONNECTICUT, MAINE, MASSACHUSETTS, OKLAHOMA AND WYOMING. WHEN OTHER STATES BECOME EXEMPT, CHANGES TO THIS REGULATION WILL BE MADE.</p> <p style="margin: 0;">{3} PARAGRAPH 3-3 IS ADDED AS FOLLOWS: 3-3. FILING INDEBTEDNESS COMPLAINTS.</p> <p style="margin: 0;">A. THE ARMY REQUIRES THAT COMPREHENSIVE INFORMATION OF THE QUALIFICATIONS OF ITS MEMBERS BE READILY AVAILABLE IN MILITARY PERSONNEL RECORDS. THE ABSENCE OF UNFAVORABLE INFORMATION IN PERSONNEL RECORDS COULD RESULT IN THE SELECTION OF SOME INDIVIDUALS FOR POSITIONS OF LEADERSHIP, TRUST AND RESPONSIBILITY WHOSE QUALIFICATIONS ARE QUESTIONABLE. FACTS WHICH COULD PRECLUDE SELECTION OR RETENTION OF SUCH PERSONNEL ARE AVAILABLE, BUT OFTEN ARE NOT IN THE RECORDS THAT ARE REVIEWED AS THE BASIS FOR SELECTION. </p>										
DISTR:										
DRAFTER TYPE (NAME, TITLE, OFFICE SYMBOL, PHONE & DATE)						SPECIAL INSTRUCTIONS				
TYPED NAME, TITLE, OFFICE SYMBOL AND PHONE						<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;">SIGNATURE</div> <div style="width: 45%;"> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;">SECURITY CLASSIFICATION UNCLASSIFIED</div> <div style="width: 45%;">DATE TIME GROUP</div> </div> </div> </div>				
<div style="display: flex;"> <div style="writing-mode: vertical-rl; transform: rotate(180deg); font-weight: bold; margin-right: 5px;">RELEASED</div> <div></div> </div>										

JOINT MESSAGEFORM						SECURITY CLASSIFICATION UNCLASSIFIED			
PAGE	DRAFTER OR RELEASER TIME	PRECEDENCE		LMF	CLASS	CIC	FOR MESSAGE CENTER/COMMUNICATIONS CENTER ONLY		
		ACT	INFO				DATE - TIME	MONTH	YR
07 OF 09									
BOOK	MESSAGE HANDLING INSTRUCTIONS								
<p>B. SINCE MOST CASES RECEIVE FINAL ACTION BY COMMANDERS AND ARE FILED IN UNIT FUNCTIONAL FILES RATHER THAN IN OFFICIAL MILITARY PERSONNEL RECORDS {OMPF} OR MILITARY PERSONNEL RECORDS JACKET {MPRJ}, THEY ARE SELDOM CONSIDERED IN MAKING SELECTIONS FOR FAVORABLE PERSONNEL ACTIONS.</p> <p>C. IT IS RECOGNIZED THAT MANY PERSONAL FINANCIAL CASES WHICH COME TO A COMMANDER'S ATTENTION DO NOT REFLECT ADVERSELY ON THE CHARACTER, INTEGRITY, MORALS OR PROFESSIONALISM OF THE INDIVIDUAL AND SHOULD NOT BE PLACED IN HIS OFFICIAL RECORDS. IN SOME INSTANCES, HISTORIES ARE SO CONCLUSIVE AS TO JUSTIFY DISCIPLINARY ACTION OR SEPARATION UNDER AR 635-100 OR AR 635-200. BETWEEN THESE TWO EXTREMES, CASES EXIST WHICH ESTABLISH CLEAR PATTERNS OF IRRESPONSIBILITY, EVASION OF OBLIGATIONS, MORAL DERELICTIONS, OR A CHARACTERSTIC FAILURE OF THE MEMBER TO PROPERLY DISCHARGE HIS RESPONSIBILITIES.</p> <p>D. CASES WHICH DO REFLECT ADVERSELY ON THE MEMBER SHOULD BE PLACED IN THE MEMBER'S OMPF AND MPRJ WHERE THEY WILL BE AVAILABLE FOR REVIEW BY SELECTION BOARD MEMBERS AND OTHER DECISION-MAKERS. IN SUCH CASES ADEQUATE SAFEGUARDS MUST BE APPLIED TO PROTECT THE RIGHTS OF THE INDIVIDUALS. THIS WILL BE ACCOMPLISHED BY INSURING <u>THE</u> MEMBER</p>									
DISTR:									
DRAFTER TYPED NAME, TITLE, OFFICE SYMBOL, PHONE & DATE						SPECIAL INSTRUCTIONS			
R E L E A S E R	TYPED NAME, TITLE, OFFICE SYMBOL AND PHONE					<div style="text-align: center;">SECURITY CLASSIFICATION UNCLASSIFIED</div>			
	SIGNATURE								
						DATE TIME GROUP			

JOINT MESSAGEFORM						SECURITY CLASSIFICATION				
						UNCLASSIFIED				
PAGE	DRAFTER OR RELEASE TIME	PRECEDENCE ACT	PRECEDENCE INFO	LMF	CLASS	CIC	FOR MESSAGE CENTER/COMMUNICATIONS CENTER ONLY			
								DATE - TIME	MONTH	YR
08 OF 09										
BOOK	MESSAGE HANDLING INSTRUCTIONS									
<p>MAKES A WRITTEN STATEMENT PURSUANT TO AR 600-37, AND BY PERSONAL REVIEW OF THE CASE BY THE COMMANDER EXERCISING GENERAL COURT-MARTIAL JURISDICTION. THE REVIEW PROCESS WILL ASSURE CONSISTENCY AND EQUITY AT A LEVEL WHERE A BROAD SPECTRUM OF SUCH CASES IS RECEIVED.</p> <p>E. COMPLAINTS OF INDEBTEDNESS THAT ARE UNTRUE, UNSUPPORTED, OR REBUTTED SATISFACTORILY BY THE INDIVIDUAL AND THOSE WHICH IN THE COMMANDER'S VIEW SHOULD NOT BE CONSIDERED AS CASTING SERIOUS DOUBT UPON THE INDIVIDUAL'S SUITABILITY FOR PROMOTION OR RETENTION WILL BE RETAINED IN THE FUNCTIONAL FILES OF THE UNIT.</p> <p>F. WHEN EVIDENCE INDICATES THAT AN INDIVIDUAL REPEATEDLY FAILS TO MEET HIS JUST FINANCIAL OBLIGATIONS TO THE DEGREE THAT CORRESPONDENCE SHOWING HIS NEGLIGENCE, DISREGARD, OR UNWILLINGNESS TO RESOLVE THE MATTER SHOULD BE MADE A MATTER OF RECORD, HIS IMMEDIATE COMMANDER WILL FORWARD A COMPLETE COPY OF THE CASE WITH HIS RECOMMENDATION AND THE INDIVIDUAL'S STATEMENT EXECUTED IN ACCORDANCE WITH AR 600-37 THROUGH CHANNELS TO THE COMMANDER EXERCISING GENERAL COURT-MARTIAL JURISDICTION FOR REVIEW.</p> <p>G. WHEN REVIEW BY THE COMMANDER HAVING GENERAL COURT-MARTIAL JURISDICTION INDICATES THERE IS NO REASONABLE DISPUTE AS TO THE</p>										
DISTR:										
DRAFTER TYPED NAME, TITLE, OFFICE SYMBOL, PHONE & DATE						SPECIAL INSTRUCTIONS				
TYPED NAME, TITLE, OFFICE SYMBOL AND PHONE										
SIGNATURE										
						SECURITY CLASSIFICATION		DATE TIME GROUP		
						UNCLASSIFIED				

DD FORM 173

REPLACES DD FORM 173, 1 JUL 68, WHICH WILL BE USED.

GPO: 1972 789-278/1100

6
5
4
3
2
1
0

0

JOINT MESSAGEFORM						SECURITY CLASSIFICATION			
						UNCLASSIFIED			
PAGE	DRAFTER OR RELEASES TIME	PRECEDENCE		LMF	CLASS	CIC	FOR MESSAGE CENTER/COMMUNICATIONS CENTER ONLY		
		ACT	INFO				DATE - TIME		MONTH/ YR
09 OF 09									
MESSAGE HANDLING INSTRUCTIONS									
<p>FACTS AND VALIDITY OF THE OBLIGATIONS, AND THE CIRCUMSTANCES CLEARLY INDICATE THAT THE INDIVIDUAL HAS REPEATEDLY FAILED TO HONOR HIS JUST FINANCIAL OBLIGATIONS DESPITE COUNSELING AND OTHER CORRECTIVE EFFORTS, HE WILL PERSONALLY SIGN THE INDORSEMENT AUTHORIZING THE CASE BE PLACED IN THE SERVICE MEMBER'S OMPF AND MPRJ. THE CASE MAY BE FILED WITHOUT FURTHER REFERRAL TO THE INDIVIDUAL UNDER THE PROVISION OF PARAGRAPH 2-3H, AR 600-37, IN ACCORDANCE WITH AR 640-10.</p> <p>H. IF THE COMMANDER EXERCISING GENERAL COURT-MARTIAL JURISDICTION DECIDES THAT THE CASE DOES NOT MERIT FILING IN THE MEMBER'S OMPF AND MPRJ, HE WILL RETURN THE CASE WITH A RECORD OF HIS DECISION TO THE UNIT COMMANDER. COMMANDERS SHOULD CONTINUE TO OBSERVE THE INDIVIDUAL CONCERNED, FURNISH GUIDANCE AND ASSISTANCE, AND CONSIDER SUBSEQUENT REFERRAL IF WARRANTED BY FURTHER EVIDENCE.</p> <p>I. THE INTEGRITY OF UNIT FUNCTIONAL FILES WILL BE MAINTAINED DURING THE SCREENING AND REFERRAL PROCESS BY MAINTAINING COPIES OF PAPERS FORWARDED FOR REVIEW.</p> <p>5. THIS INTERIM CHANGE WILL BE PUBLISHED IN A REVISION TO AR 600-15.</p>									
DISTR:									
DRAFTER TYPE (NAME, TITLE, OFFICE SYMBOL, PHONE) & DATE						SPECIAL INSTRUCTIONS			
TYPED NAME, TITLE, OFFICE SYMBOL AND PHONE						SIGNATURE			
						SECURITY CLASSIFICATION		DATE TIME GROUP	
						UNCLASSIFIED			

4/2

Army Regulation }
No. 600-15 }

HEADQUARTERS
DEPARTMENT OF THE ARMY
WASHINGTON, DC, 11 February 1970

PERSONNEL—GENERAL
INDEBTEDNESS OF MILITARY PERSONNEL

Effective 1 July 1969 in accordance with DoD Directive 1344.9

This regulation includes the provisions of PL 90-321 (15 U. S. C. 1601) which requires that any individual organization that extends or arranges credit for which a finance charge is or may be payable must do so in accordance with the Truth in Lending Act. Also included are the procedures for processing debts incurred prior to and subsequent to 1 July 1969. Local limited supplementation of this regulation is permitted but is not required. If supplements are issued, Army Staff agencies will furnish one copy of each to The Adjutant General, ATTN: AGAO-KA; other commands will furnish one copy of each to the next higher headquarters.

	Paragraph	Page
CHAPTER 1. GENERAL.		
Purpose	1-1	1-1
Applicability	1-2	1-1
Policy	1-3	1-1
2. FULL DISCLOSURE AND STANDARDS OF FAIRNESS		
Authority	2-1	2-1
Requirements	2-2	2-1
Command responsibility	2-3	2-1
3. PROCEDURE FOR PROCESSING PRIVATE DEBT COMPLAINTS		
Indebtedness of military personnel	3-1	3-1
Indebtedness of retired personnel	3-2	3-2
4. ABUSE OF THE PROCESSING PRIVILEGE		
Action by commanders	4-1	4-1
Denial of processing privileges	4-2	4-1
5. REQUIREMENTS TO BE MET BEFORE PROCESSING DEBTS INCURRED PRIOR TO 1 JULY 1969		
Applicability and scope	5-1	5-1
Requirements of creditors	5-2	5-1
Exemptions	5-3	5-1
Command responsibility	5-4	5-2
Explanation of terms used in appendix A	5-5	5-2
APPENDIX A. STANDARDS OF FAIRNESS		A-1
B. CERTIFICATE OF COMPLIANCE		B-1
C. FULL DISCLOSURE INFORMATION		C-1
D. TABLE FOR COMPUTING APPROXIMATE ANNUAL PERCENTAGE RATE FOR LEVEL MONTHLY PAYMENT PLANS		D-1

*This regulation supersedes paragraph 36, AR 600-20, 31 January 1967 and paragraphs 9, 10, and 11, AR 210-7, 10 June 1966.

TAGO 7741A

RETURN TO ARMY LIBRARY
ROOM 1 A 518 PENTAGON

CHAPTER 1

GENERAL

1-1. Purpose. This regulation provides Department of the Army policy and guidance in handling and processing claims of delinquent indebtedness against Army members. Instructions contained herein are designed to assist individuals and their commanders in the proper discharge of personal financial affairs, and to standardize procedures for processing complaints related thereto.

1-2. Applicability. *a.* This regulation is applicable to all Army military personnel and to those who seek assistance in the processing of debt complaints against military personnel, particularly those in which consumer credit has been extended.

b. The provisions of this regulation do not apply to claims for support of dependents, or claims by the Federal, State or municipal government.

1-3. Policy. *a.* As member of the Armed Forces is expected to pay his just financial obligations in a proper and timely manner. A "just financial obligation" means one acknowledged by the military member in which there is no reasonable dispute as to the facts or the law, or one reduced to judgment which conforms to the Soldiers' and Sailors' Civil Relief Act (50 U.S.C., Appendix 501, et seq.), if applicable. "In a proper and timely manner" means a manner which the installation commander con-

cerned determines does not, under the circumstances, reflect discredit on the military service.

b. The Department of the Army does not condone an attitude of irresponsibility or evasiveness by its personnel toward their just private indebtedness or financial obligations. However, the Department of the Army has no legal authority to require a military member to pay a private debt, or to divert any part of his pay for the satisfaction thereof even though the indebtedness may have been reduced to judgment by a civil court. The enforcement of the private obligations of a military member is a matter for civil authorities.

c. The processing of debt complaints will not be extended to those who have not made a bona fide effort to collect the debt directly from the military member, whose claims are patently false and misleading, or whose claims are obviously exorbitant.

d. Creditors desiring to contact a military member concerning his indebtedness will be advised that the member's current address may be obtained by writing to The Adjutant General, ATTN: AGPF, Department of the Army, Washington, DC 20315, for officers and warrant officers and to the Commanding Officer, U.S. Army Personnel Services Support Center, Fort Benjamin Harrison, IN 46249, for enlisted personnel, and inclosing \$1.50 as a fee for the service. See AR 37-30.

CHAPTER 2

FULL DISCLOSURE AND STANDARDS OF FAIRNESS

2-1. Authority. The Truth in Lending Act prescribes the general disclosure requirements which must be met by those offering or extending consumer credit; the Consumer Credit Protection Act (Public Law 90-321; 82 Stat. 146 et seq) effective 1 July 1969 prescribes the specific disclosure requirements for both open-end and installment credit transactions. In lieu of Federal Government requirements, State regulations apply to credit transactions when the Federal Reserve Board has determined that the State regulations impose substantially similar requirements and provide adequate enforcement measures. Regulations of the Federal Reserve Board should be checked to determine whether Federal or State laws and regulations govern. (See Federal Reserve Regulation Z.)

2-2. Requirements. *a.* Banks and credit unions operating on military installations must conform to the Standards of Fairness (app A) *before* executing the loan or credit agreement (AR 210-24).

b. Should an on-base bank or credit union refer a prospective borrower to an off-base bank or credit belonging to the same bank or credit union system, it will advise the latter that the Department of Defense requires compliance with the Standards of Fairness *before* executing the loan or credit agreement.

c. The following banks and credit unions will be denied debt processing assistance if they do not apply the Standards of Fairness (app A) to the loan or credit agreement: credit unions chartered to serve DoD personnel but operating off the installation and any banks, wherever located, which have branch banks operating on a military installation

d. Creditors subject to Regulation Z, and assignees claiming thereunder, will submit with their request for debt processing assistance an executed copy of the Certificate of Compliance (app B), and a true copy of the general and specific disclosures provided the military member. Requests which do not meet these requirements will be returned without action to the claimant.

e. A creditor not subject to Regulation Z, such as a public utility company, (as set forth in Section 226.3 thereof) will submit with the request a certification that no interest, finance charge or other fee is in excess of that permitted by the law of the State in which the obligation was incurred.

f. A foreign-owned company having debt complaints will submit with their request a true copy of the terms of the debt (English translation; and will certify that they have subscribed to the Standards of Fairness (app A).

2-3. Command Responsibility. *a.* In all loan and credit transactions subject to this regulation, communications charging military members with indebtedness which do not meet the above requirements will be returned to the claimant informing him that the inclosed copy of Appendix A and/or B must be completed before the request can be acted upon.

b. If, upon receipt of the communication, it appears that the complainant has not made reasonable efforts to collect directly from a member, inform the complainant that action by the military authorities will be deferred until such time as it appears that the complainant has made such efforts

CHAPTER 3

PROCEDURE FOR PROCESSING PRIVATE DEBT
COMPLAINTS

3-1. **Indebtedness of Military Personnel.** *a.* Complaints of civil indebtedness or financial obligations which meet the requirements of this regulation and which are received at any echelon of the Department of the Army superior to the immediate command of the member concerned will be forwarded through proper channels to the immediate commanding officer of such member for action. Each communication will be acknowledged by the command receiving the complaint and the writer informed of the referral of his letter.

b. Commanding officers will not tolerate actions of irresponsibility, gross carelessness, neglect, dishonesty, or evasiveness in the private indebtedness and financial obligations of their personnel. Normally, it is not difficult to distinguish between an honest denial of an obligation and a dishonest or irresponsible evasion thereof. A claim based upon a judgment, order, or decree of a court which appears valid on its face, should ordinarily be accepted by the commanding officer as prima facie evidence of the financial obligations established thereby. Such a judgment, however, may be rebutted by other evidence, such as a conflicting decree of another civil court. If, after consideration of all factors, a commanding officer believes that a member of his command has dishonorably failed to pay his just debts, disciplinary action may be initiated (Arts. 15, 133, and 134, UCMJ: para 213c, MCM, 1969). Whether or not disciplinary action is taken, unpaid personal indebtedness of long standing which the individual is not attempting to resolve may be handled administratively under the provisions of AR 600-20, AR 635-100, or AR 635-212. Under no circumstances will a reply to the complainant indicate whether any action has

been taken against the member as a result of the complaint.

c. Upon receipt of a communication from any echelon of the Department of the Army superior to the immediate command of the member concerned, or directly from the complainant, concerning a member's failure to satisfy his private indebtedness or financial obligations, the correspondence will be processed in such an administrative manner as will result in the following action:

(1) Review all available facts surrounding the transaction forming the basis of the complaint, the member's legal rights and obligations, and any defenses or counterclaims the member may have. The review will also include the member's overall financial situation throughout the life of the obligation on which the complaint is based.

(2) The member will be advised as to what actions he should take to comply with the Department of the Army policy, and that he is expected to pay his just financial obligations in a proper and timely manner. The member will also be advised of the counseling services available under the Legal Assistance program.

(3) If the obligation is admitted by the member, the commanding officer will promptly reply to the complaint furnishing the Department of the Army policy that the member concerned has been advised accordingly and his intentions regarding payment.

(4) If the obligation or the amount is disputed or denied by the member and the commanding officer believes that the matter justifiably is controversial, he will make reply directly to the complainant advising that it is the established policy of the Department of the Army that a disputed debt is a matter to be

11 February 1970

settled by the civil courts. The commanders' response will not undertake to arbitrate any disputed debt or to admit or deny the validity of the claim.

(5) In questionable cases involving civil court judgments, commanders are encouraged to utilize the services of a staff judge advocate prior to furnishing a reply to the complainant.

(6) When complaints of a member's repeated failure to satisfy private indebtedness or financial obligations are received, the commanding officer will take appropriate followup action with a view to assisting the member in complying with previous arrangements. The complainant will be requested to address any further correspondence deemed necessary direct to the member concerned or to his commanding officer.

(7) Complaints received after a service member has been reassigned will be forwarded to his current organization if the latest assignment is available. Complaints received after a service member has departed on orders for overseas duty or on orders to return to CONUS, and whose current organization is not known, will be forwarded to the commanding officer of the appropriate overseas replacement station or returnee-reassignment station. All complaints in the above categories will be acknowledged and the complainant will be advised—

(a) Of the service member's leave address when applicable.

(b) That service member will be in a transient status for 30 to 90 days (or the approximate number of days normally required in each individual case) prior to reaching his new duty station.

(c) That further correspondence concerning the indebtedness should be addressed to the commanding officer of the unit of the service member, if known. If the unit of the service member is not known, the complainant will be advised of the due date and the address to which correspondence should be sent in format consistent with the following examples:

Commanding Officer of
PVT Robert E. Roe, SSAN 000-00-0000
U.S. Army Oversea Replacement Station
Fort Lewis, Washington
(DUE DATE: 1 Jan 196-)

or

Commanding Officer of
PVT Robert E. Roe, SSAN 000-00-0000
U.S. Army Returnee-Reassignment Station
Fort Hamilton, New York
(DUE DATE: 1 Jan 196-)

3-2. Indebtedness of retired personnel. The provisions of this regulation and paragraph 37, AR 600-20 normally do not apply in the case of retired personnel not on active duty. Routine complaints of civil indebtedness or financial obligations should be replied to by a statement that any action in connection with civil indebtedness or financial obligations of retired personnel not on active duty is outside the responsibility of the Army and that the command regrets that it cannot be of assistance in the matter. Requests for exception to policy may be forwarded to The Adjutant General, ATTN: AGAO-KA, Department of the Army, Washington, DC 20315, when, in the opinion of the reviewing officer, the complaint justifies further consideration.

CHAPTER 4

ABUSE OF THE PROCESSING PRIVILEGE

4-1. Action by Commanders. *a.* Claimants who, after having been notified of the requirements of this regulation, refuse or repeatedly fail to comply with them, will be informed by the commander that:

(1) Until such time as the provisions of this regulation have been complied with, no further action will be taken regarding the matter.

(2) Routine inquiries referred from Headquarters, Department of the Army, or any other source, subsequent to a reply having been dispatched to the same complainant, by the commander as indicated in (1) above and which do not conform with the provisions of this regulation will be filed without action.

(3) Inquiries received from Congressmen and other high government officials will be replied to by informing them of the failure of the complainant to comply with the regulations.

4-2. Referral to Department of the Army. Inquiries received from claimants, no matter what the merits of his claim, which clearly show that he is attempting to make unreasonable use of the processing privilege, will be referred to The Adjutant General, ATTN: AGAO-KA, Department of the Army, Washington, DC 20315, through channels, with a recommendation that the claimant be denied processing privileges and the reasons therefor.

CHAPTER 5

REQUIREMENTS TO BE MET BEFORE PROCESSING DEBTS INCURRED PRIOR TO 1 JULY 1969

5-1. Applicability and scope. *a.* This chapter is applicable to all military personnel who incurred debts prior to 1 July 1969, and to those who seek assistance in the collection of these debts through the Department of the Army.

b. The Department of the Army has been called upon with increasing frequency to provide assistance in the processing of debt complaints. While many of these requests involve loan and credit transactions which are fair and reasonable, others involve transactions in which the full cost of credit has not been stated simply and clearly in advance. Further, some of these transactions levy exorbitant charges and other unreasonable obligations against the military debtor. Under such circumstances the Department of the Army will not use its facilities and personnel in processing such debt complaints through military channels. For the purpose of this chapter, lenders also include all financial institutions (such as centralized charge systems) which, although not a party to the original transactions, seek assistance in the collection of debts.

5-2. Requirements of creditors. *a.* Appendix A describes the principal standards which are considered to characterize fair and just dealing with servicemen and appendix C itemizes the information which the serviceman needs to know in order to be fully informed on the terms of the contract. Adherence to these standards and disclosure of this information in advance places both parties squarely on notice of their respective obligations, discourages improvident loans, and reduces cases of default.

b. Those who sell or loan to military personnel are expected to subscribe to the standards of fairness and to make full disclosure before

the loan or credit agreement or contract is executed. Because banks and credit unions operating on military installations owe a special responsibility to deal fairly with those assigned to or employed on the installation, they must conform to the Standards of Fairness and Full Disclosure requirements before executing the loan or credit agreement or contract.

c. The itemized information required in part I of appendix C may be presented to the serviceman in the format most convenient to the seller or lender, as long as all of the information is disclosed and a copy is provided to the borrower.

5-3. Exemptions. *a.* The following types of debt complaints are exempted from the requirements of Full Disclosure and Standards of Fairness: claims from companies furnishing utility services, milk, laundry, and related delivery services in which credit is extended solely to facilitate the service, as distinguished from inducing the purchase of the product or service; claims by accommodation endorsers, co-makers, or lenders against the party primarily liable on obligations not intended to benefit the accommodating party through payment of interest or otherwise; contracts for the purchase, sale or rental of real estate; claims in which the total unpaid amount does not exceed \$50; claims for support of dependents; claims based on a revolving or open-end credit account if the account shows the periodic rate and its annual rate equivalent and the balance to which it is applied to compute the charge; or purchase money liens on real property (this does not include other liens or real property and related obligations such as those which represent obligations for improvement or repair).

b. Additionally, the fact that a particular claim is exempt from the requirements of Full Disclosure and Standards of Fairness as outlined herein (e.g., an open-end or revolving charge account) does not foreclose the right by the debtor to question service charges and to negotiate a fair and reasonable settlement.

5-4. Command responsibility. a. In all loan and credit transactions subject to this regulation, communications charging military members with indebtedness will be acted on only under the following conditions:

(1) Lenders and creditors who completed Appendix C before executing the loan or credit contract must inclose a copy of part I (Full Disclosure) to the commanding officer of the military member concerned or, if unknown, to the Headquarters, Department of the Army, for forwarding to the commanding officer of the military member concerned.

(2) Those who did complete appendix C before consummating the loan or credit contract (or who are unable to produce a copy thereof signed by both parties) must submit an executed copy of Part I (Full Disclosure) and Part II (Certificate of Compliance). Requests for assistance which fail to meet these requirements will be returned to the sender, advising that the appropriate portions of appendix C must be completed before the request can be acted upon.

b. Those claims in which there is questionable compliance with these requirements, or in which the cost of the loan or credit including all finance charges, although stated, appear excessive or exorbitant, will be referred to the officer who has been designated by the installation commander as responsible for such consideration and disposition as may be appropriate. Before deciding on a course of action, the designated officer will give the creditor an opportunity to demonstrate that the finance charges conform to the law of the State governing the contract and the extent to which the finance charges and rates conform to the prevailing rates and charges for similar consumer credit transactions.

c. When the provisions of this section have

been complied with by the complainant, claims will be processed in accordance with the provisions outlined in chapter 3.

5-5. Explanation of terms used in appendix A.

a. "Found due" as used in paragraph 2 means found due by a judgment of a court of competent jurisdiction.

b. "Reasonable inquiry" as used in paragraph 3 is dependent upon the facts of each case. In reviewing the claim by a holder of the obligation the office requested to provide assistance will, in determining whether "reasonable inquiry" has been made, take into account such factors as the following:

(1) Whether the claimant has any financial ties with or right of recourse against the seller in event of default.

(2) Whether the claimant regularly engages in the purchase of negotiable instruments from the seller.

(3) Whether the character of the goods sold would reasonably suggest to the subsequent holder of the obligation that the seller had made certain warranties (for example, a new car warranty).

(4) Any other circumstances that would lead a reasonably prudent purchaser to examine into the validity of the transaction before purchasing the obligation (for example, where the note is purchased at a sum substantially below the face value of the note).

c. "Written advance notice of intention to repossess" as used in paragraph 9 requires, as a general rule, that the defaulting purchaser be given at least 1 full working day's notice of the seller's intention to repossess (Saturdays, Sundays, and holidays excluded).

d. "Right to remove security" as provided in paragraph 4 once denied by the creditor after proper request by the debtor may not thereafter be consented to by the creditor in order to qualify for processing of the complaint through military channels. If a creditor fails, for a period of 15 days or more, to respond to a written request by the debtor for authority to remove the security, this will be treated as a denial of the request.

APPENDIX A

STANDARDS OF FAIRNESS

(Applicable in all instances)

1. No finance charge contracted for, made, or received under any contract shall be in excess of the charge which could be made for such contract under the law of the place in which the contract is signed in the United States by the serviceman. In the event a contract is signed with a United States company in a foreign country, the lowest interest rate of the State or States in which the company is chartered or does business shall apply.
2. No contract or loan agreement shall provide for an attorney's fee in the event of default unless suit is filed in which event the fee provided in the contract shall not exceed 20% of the obligation found due. No attorney fees shall be authorized if he is a salaried employee of the holder.
3. In loan transactions, defenses which the debtor may have against the original lender or its agent shall be good against any subsequent holder of the obligation. In credit transactions, defenses against the seller or its agent shall be good against any subsequent holder of the obligation provided that the holder had actual knowledge of the defense or under condition where reasonable inquiry would have apprised him of this fact.
4. The debtor shall have the right to remove any security for the obligation beyond state or national boundaries if he or his family moves beyond such boundaries under military orders and notifies the creditor, in advance of the removal, of the new address where the security will be located. Removal of the security shall not accelerate payment of the obligation.
5. No late charge shall be made in excess of 5% of the late payment, or \$5.00 whichever is the lesser amount. Only one late charge may be made for any tardy installment. Late charges will not be levied where an allotment has been timely filed, but payment of the allotment has been delayed.
6. The obligation may be paid in full at any time or through accelerated payments of any amount. There shall be no penalty for prepayment

*This form may be reproduced locally.

and in the event of prepayment that portion of the finance charges which have inured to the benefit of the seller or creditor shall be prorated on the basis of the charges which would have been ratably payable had finance charges been calculated and payable as equal periodic payments over the terms of the contract and only the prorated amount to the date of prepayment shall be due. As an alternative the "Rule of 78" may be applied, in which case its operation shall be explained in the contract.

7. No charge shall be made for an insurance premium or for finance charges for such premium unless satisfactory evidence of a policy, or insurance certificate where state insurance laws or regulations permit such certificates to be issued in lieu of a policy, reflecting such coverage has been delivered to the debtor within 30 days after the specified date of delivery of the item purchase or the signing of a cash loan agreement.
8. If the loan or contract agreement provides for payments in installments, each payment, other than the down payment, shall be in equal or substantially equal amounts, and installments shall be successive and of equal or substantially equal duration.
9. If the security for the debt is repossessed and sold in order to satisfy or reduce the debt, the repossession and resale will meet the following conditions: (a) the defaulting purchaser will be given advance written notice of the intention to repossess; (b) following repossession, the defaulting purchaser will be served a complete statement of his obligations and adequate advance notice of the sale; (c) he will be permitted to redeem the item by payment of the amount due before the sale, or in lieu thereof submit a bid at the sale; (d) there will be a solicitation for a minimum of three sealed bids unless sold at auction; (e) the party holding the security, and all agents thereof, are ineligible to bid; (f) the defaulting purchaser will be charged only those charges which are reasonably necessary for storage, reconditioning and resale and (g) he shall be provided a written detailed statement of his obligations, if any, following the resale and promptly refunded any credit balance due him, if any.
10. A contract for personal goods and services may be terminated at any time before delivery of the goods or services without charge to the purchaser. However, if goods made to the special order of the

purchaser result in pre-production costs, or require preparation for delivery, such additional costs will be listed in the order form or contract. No termination charge will be made in excess of this amount. Contracts for delivery at future intervals may be terminated as to the undelivered portion, and the purchaser shall be chargeable only for that proportion of the total cost which the goods or services delivered bear to the total goods called for by the contract. (This is in addition to the right to rescind certain credit transactions involving a security interest in real estate provided by Section 125 of reference (a) and Section 226.9 of reference (b).

APPENDIX B

CERTIFICATE OF COMPLIANCE*

(Applicable only for debts incurred after 1 July 69)

I certify that the _____ upon extending
(Name of Creditor)
credit to _____ on _____
(Name of Obligor) (Date)
complied with the full disclosure requirements of the Truth-in-Lending
Act and Regulation Z (or the laws and regulations of State of _____),
and that the attached statement is a true copy of the general and specific
disclosures provided the obligor as required by law.

I further certify that the Standards of Fairness set forth in appendix A of AR 600-15 have been applied to the consumer credit transaction to which this form refers. (If the unpaid balance has been adjusted as a consequence, the specific adjustments in the finance charge and the annual percentage rate should be set forth below.)

(Adjustments)

(Date of Certification)

(Signature of Creditor or
Authorized Representative)

(Street)

(City, State, and Zip Code)

*This format may be reproduced locally.

APPENDIX C

FULL DISCLOSURE INFORMATION

PART I - FULL DISCLOSURE

A copy of this form or its equivalent should be provided to the serviceman in advance of executing the contract, and must be submitted with requests for debt processing assistance.

A. IDENTIFICATION

Date: _____

1. Purpose of loan or purchase _____	2. Security for loan _____
3. Borrower's name and address _____ _____	4. Creditor's name and address _____ _____
5. Name and address of creditor (if known) to whom the obligation is or will be payable, if other than above. _____ _____	6. Has creditor any financial ties with, or right of recourse against seller in event of default? Yes <input type="checkbox"/> No <input type="checkbox"/>

B. CONTRACT TERMS

1. Quoted cash price of goods or services, or total amount of cash advanced.	\$ _____
2. Ancillary charges from which seller or lender receives no benefit, and which would be paid if this were a cash purchase: taxes; auto license fees; filing or recording fees paid or payable to a public official, etc. a. _____ b. _____ c. _____ Total ancillary charges	\$ _____
3. Total cash delivered price, or total amount of credit extended (1 + 2)	\$ _____
4. Less down payment or trade-in allowance.	(\$ _____)
5. Unpaid cash balance to be financed (3 - 4)	_____
6. Finance charges which benefit the seller or creditor, or entities in which either has an interest. These are charges which would not be made if this were a cash purchase: a. Official fees for filing or recording credit instrument _____ b. Charges for investigating credit worthiness of borrower _____ c. Insurance premiums (life, disability, accident, health, other) _____ d. All other charges for extending credit _____ Total finance charges	\$ _____
7. Total amount to be repaid, in accordance with terms of agreement (5 + 6)	\$ _____
8. To be repaid in _____ monthly installments, of \$ _____ each, with the first payment to be made on _____ (date).	
9. The finance charges expressed in approximate annual percentage rate (see reverse side and Appendix D All lenders and all sellers who regularly engage in credit sales must complete this item.	_____ %

* Explain on reverse side if amount is to be repaid in other than level monthly payments.

PART I - FULL DISCLOSURE (cont'd.)

C. CALCULATION OF APPROXIMATE ANNUAL
PERCENTAGE RATE *

- 1. Total finance charges (B. 6) \$ _____
- 2. Total amount to be financed (B. 5) \$ _____
- 3. Finance charges per \$100 financed \$ _____
(Divide 1 above by 2 above and
multiply the result by \$100)
- 4. Number of monthly payments (B. 8) _____
- 5. Determine annual percentage rate by using either:
 - a. DoD Annual Rate Table (Appendix D) . This table will
give an approximate annual percentage rate based on the
actuarial method. These approximate rates will differ from
precise calculations by no more than 1/4% at the left end
of the table and not more than 1-1/2% at the right end of
the table. Read down the left column of the table to the
number of monthly payments (4 above). Read across to find
between which pair of columns the finance charge per
hundred (3 above) falls. Read up and find the approximate
annual percentage rate at the head of the pair of columns, . . . _____ %
 - or -
 - b. A More Precise Actuarial Calculation based on standard
annuity tables. _____ %

* For purposes of this calculation, it is necessary to determine the number of
equal monthly payments which would be required during the period of the
contract, regardless of the actual repayment terms specified.

REPAYMENT TERMS IF OTHER THAN LEVEL MONTHLY PAYMENTS

PART II - Certificate of Compliance

(If Part I is executed before the obligation is incurred)

I certify that (1) the Standards of Fairness (appendix A) have been applied to the loan or credit obligation to which this form refers, (2) a full disclosure of the terms of the obligation has been made by execution of appendix C, Part I or its equivalent, and (3) that a copy of this disclosure was furnished to the borrower (or debtor), whose signature is also indicated below, before the obligation was incurred.

Signature of borrower

Signature of creditor

(Date)

(If Part I is not executed before the obligation was incurred)

I certify that (1) the Standards of Fairness (appendix A) have been applied to the loan or credit obligation to which this form refers and that the unpaid balance owing has been adjusted in accordance therewith as reflected in an executed copy of appendix C, Part I, or (2) that the Standards of Fairness were applied at the time the loan was made and no adjustment is required in the transaction as indicated by the executed copy of appendix C, Part I.

Name of borrower

Signature of creditor

(Date)

The proponent agency of this regulation is The Adjutant General's Office. Users are invited to send comments and suggested improvements on DA Form 2028 (Recommended Changes to Publications) to The Adjutant General, ATTN: AGAO-KA, Department of the Army, Washington, DC 20315.

By Order of the Secretary of the Army:

W. C. WESTMORELAND,
General, United States Army,
Chief of Staff.

Official:

KENNETH G. WICKHAM,
Major General, United States Army,
The Adjutant General.

Distribution:

To be distributed in accordance with DA Form 12-9 requirements for AR, Personnel General:

Active Army: A (Quan Rqr Block No. 434).
ARNG: D (Quan Rqr Block No. 437).
USAR: D (Quan Rqr Block No. 437).

APPENDIX D

EXAMPLE
Finance charge = \$38; Total amount to be financed = \$250; Number of monthly payments = 24.
SOLUTION
Step 1 - Divide the finance charge by the total amount to be financed and multiply by \$100. This gives the finance charge per \$100 of amount to be financed. That is, $\$38 \div \$250 \times \$100 = \15.20 .
Step 2 - Follow down the left hand column of the table to the line for 24 months. Follow across this line until you find the two numbers between which the finance charge of \$15.20 falls. In this example \$15.20 falls between \$14.66 and \$15.80. Reading up between the two columns of figures you will see that the annual percentage rate is 14%. For the purpose of this directive the annual percentage rate is the rate appearing at the head of the two columns between which the finance charge per \$100 of total amount to be financed falls. (If the finance charge per hundred falls exactly on a tabular value, the lower percentage rate may be used.)

Number of : level monthly: payments :		5%	5½%	6%	6½%	7%	7½%	8%	9%	10%	11%	12%	13%	14%	15%	16%	18%	20%	22%	24%	26%	28%	30%	33%	36%
		Approximate annual rate																							
		(Finance charge per \$100 of balance to be financed)																							
1	\$0.40	\$0.44	\$0.48	\$0.52	\$0.56	\$0.60	\$0.65	\$0.71	\$0.79	\$0.88	\$0.96	\$1.04	\$1.12	\$1.21	\$1.29	\$1.42	\$1.58	\$1.75	\$1.92	\$2.08	\$2.25	\$2.42	\$2.62	\$2.88	\$3.12
2	.59	.66	.72	.78	.84	.91	.97	1.06	1.19	1.31	1.44	1.57	1.69	1.82	1.94	2.13	2.38	2.63	2.88	3.14	3.39	3.64	3.95	4.21	4.71
3	.79	.88	.96	1.04	1.13	1.21	1.29	1.43	1.59	1.76	1.92	2.09	2.26	2.43	2.59	2.85	3.18	3.52	3.86	4.20	4.53	4.87	5.20	5.80	6.31
4	.99	1.10	1.20	1.31	1.41	1.51	1.62	1.78	1.99	2.20	2.41	2.62	2.83	3.04	3.25	3.57	3.99	4.41	4.84	5.26	5.69	6.11	6.65	7.29	7.93
5	1.19	1.32	1.44	1.57	1.69	1.82	1.95	2.13	2.39	2.64	2.90	3.15	3.40	3.65	3.91	4.29	4.80	5.31	5.82	6.34	6.85	7.37	8.01	8.79	9.57
6	1.39	1.54	1.68	1.83	1.98	2.13	2.27	2.49	2.79	3.08	3.38	3.68	3.97	4.27	4.57	5.02	5.61	6.21	6.81	7.42	8.02	8.63	9.39	10.30	11.22
7	1.59	1.76	1.93	2.09	2.26	2.43	2.60	2.85	3.19	3.53	3.87	4.21	4.55	4.89	5.23	5.75	6.43	7.12	7.81	8.51	9.20	9.90	10.77	11.83	12.88
8	1.79	1.98	2.17	2.36	2.55	2.74	2.93	3.21	3.60	3.98	4.36	4.74	5.13	5.51	5.90	6.48	7.24	8.03	8.82	9.60	10.39	11.18	12.17	13.36	14.57
9	1.99	2.20	2.41	2.62	2.83	3.04	3.26	3.57	4.00	4.38	4.76	5.14	5.52	5.90	6.28	6.97	7.82	8.69	9.57	10.45	11.33	12.47	13.68	14.92	16.27
10	2.19	2.42	2.65	2.89	3.12	3.35	3.58	3.94	4.41	4.81	5.20	5.58	5.96	6.34	6.72	7.46	8.41	9.38	10.35	11.31	12.37	13.57	14.84	16.18	17.98
11	2.39	2.64	2.90	3.15	3.41	3.66	3.92	4.30	4.81	5.23	5.64	6.06	6.46	6.88	7.29	8.07	9.10	10.16	11.21	12.33	13.48	14.70	16.03	17.41	19.71
12	2.59	2.87	3.14	3.42	3.69	3.97	4.27	4.66	5.20	5.63	6.04	6.46	6.87	7.29	7.70	8.52	9.63	10.73	11.83	12.99	14.21	15.46	16.80	18.24	20.62
13	2.79	3.09	3.33	3.58	3.98	4.28	4.58	5.03	5.58	6.01	6.42	6.83	7.24	7.65	8.06	8.93	10.10	11.25	12.40	13.63	14.88	16.24	17.63	19.13	21.62
14	2.99	3.31	3.53	3.85	4.27	4.59	4.91	5.33	5.90	6.33	6.74	7.15	7.56	7.97	8.38	9.30	10.53	11.73	12.96	14.21	15.48	16.86	18.28	19.84	22.43
15	3.20	3.54	3.88	4.22	4.56	4.90	5.24	5.76	6.35	6.78	7.19	7.60	8.01	8.42	8.83	9.82	11.11	12.36	13.63	14.92	16.24	17.63	19.13	20.74	23.43
16	3.40	3.76	4.12	4.48	4.85	5.21	5.58	6.13	6.82	7.27	7.69	8.10	8.51	8.92	9.33	10.38	11.71	13.01	14.32	15.63	16.98	18.36	19.84	21.53	24.32
17	3.60	3.98	4.37	4.75	5.14	5.52	5.91	6.47	7.27	7.72	8.14	8.55	8.96	9.37	9.78	10.90	12.27	13.59	14.92	16.28	17.67	19.13	20.84	22.74	25.73
18	3.80	4.21	4.61	5.02	5.43	5.84	6.25	6.84	7.65	8.10	8.51	8.92	9.33	9.74	10.15	11.33	12.74	14.07	15.41	16.78	18.18	19.64	21.34	23.24	26.33
19	4.01	4.43	4.86	5.29	5.72	6.15	6.58	7.23	8.06	8.52	8.93	9.34	9.75	10.16	10.57	11.80	13.25	14.61	15.99	17.40	18.84	20.41	22.04	23.94	27.13
20	4.21	4.66	5.11	5.56	6.02	6.46	6.92	7.60	8.52	8.99	9.40	9.81	10.22	10.63	11.04	12.31	13.80	15.18	16.59	18.04	19.53	21.04	22.74	24.84	28.23
21	4.41	4.88	5.35	5.82	6.30	6.78	7.26	7.97	8.94	9.42	9.83	10.24	10.65	11.06	11.47	12.78	14.30	15.71	17.16	18.64	20.16	21.74	23.54	25.74	29.33
22	4.62	5.11	5.60	6.10	6.60	7.09	7.59	8.35	9.36	9.85	10.26	10.67	11.08	11.49	11.90	13.25	14.80	16.23	17.70	19.21	20.76	22.34	24.24	26.44	30.23
23	4.82	5.33	5.85	6.37	6.89	7.41	7.93	8.72	9.77	10.27	10.68	11.09	11.50	11.91	12.32	13.71	15.29	16.66	18.18	19.73	21.32	22.94	24.84	27.14	31.13
24	5.02	5.56	6.10	6.64	7.18	7.73	8.27	9.09	10.14	10.65	11.06	11.47	11.88	12.29	12.70	14.13	15.75	17.18	18.75	20.36	21.99	23.66	25.76	28.16	32.35
25	5.23	5.79	6.35	6.91	7.48	8.04	8.61	9.47	10.62	11.13	11.54	11.95	12.36	12.77	13.18	14.65	16.32	17.84	19.50	21.19	22.92	24.69	26.99	29.59	34.08
26	5.43	6.02	6.59	7.16	7.74	8.36	8.99	9.84	11.04	11.55	11.96	12.37	12.78	13.19	13.60	15.11	16.84	18.41	20.14	21.89	23.68	25.51	27.81	30.61	35.30
27	5.64	6.24	6.83	7.43	8.07	8.67	9.29	10.22	11.46	11.97	12.38	12.79	13.20	13.61	14.02	15.57	17.35	19.00	20.81	22.64	24.51	26.42	28.72	31.72	36.71
28	5.84	6.47	7.10	7.73	8.36	8.96	9.62	10.60	11.89	12.40	12.81	13.22	13.63	14.04	14.45	16.04	17.84	19.61	21.46	23.34	25.26	27.21	29.51	32.71	37.90
29	6.05	6.70	7.35	8.00	8.66	9.32	9.98	10.97	12.31	12.82	13.23	13.64	14.05	14.46	14.87	16.49	18.33	20.14	22.03	23.95	25.90	27.88	30.28	33.68	39.17
30	6.25	6.92	7.60	8.28	8.96	9.64	10.32	11.33	12.74	13.25	13.66	14.07	14.48	14.89	15.30	16.95	18.83	20.67	22.64	24.64	26.67	28.74	31.24	34.84	40.63
31	6.45	7.15	7.85	8.55	9.25	9.96	10.67	11.73	13.17	13.68	14.09	14.50	14.91	15.32	15.73	17.41	19.34	21.19	23.27	25.38	27.52	29.69	32.39	36.19	42.28
32	6.66	7.38	8.10	8.82	9.55	10.28	11.01	12.11	13.59	14.09	14.50	14.91	15.32	15.73	16.14	17.84	19.82	21.70	23.81	25.95	28.12	30.32	33.12	37.12	43.57
33	6.87	7.61	8.35	9.10	9.85	10.60	11.36	12.49	14.02	14.52	14.93	15.34	15.75	16.16	16.57	18.30	20.32	22.21	24.34	26.50	28.69	30.91	33.71	38.01	44.80
34	7.08	7.84	8.61	9.37	10.15	10.92	11.70	12.88	14.45	14.95	15.36	15.77	16.18	16.59	17.00	18.76	20.82	22.73	24.98	27.16	29.38	31.63	34.53	39.13	45.83
35	7.28	8.07	8.86	9.65	10.45	11.25	12.05	13.26	14.89	15.39	15.80	16.21	16.62	17.03	17.44	19.24	21.34	23.27	25.54	27.84	30.17	32.53	35.53	40.33	47.46
36	7.49	8.30	9.11	9.93	10.75	11.57	12.40	13.64	15.32	15.82	16.23	16.64	17.05	17.46	17.87	19.70	21.84	23.80	26.19	28.61	31.06	33.64	36.84	41.64	49.07
37	7.70	8.53	9.37	10.20	11.03	11.85	12.67	14.03	15.75	16.25	16.66	17.07	17.48	17.89	18.30	20.16	22.34	24.36	26.79	29.24	31.72	34.32	37.62	42.82	50.55
38	7.91	8.76	9.62	10.48	11.35																				

PENTAGON LIBRARY



0001157069